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<b>TRANSMITTAL FORM</b>  (to be used for all correspondence after initial filing)	Application Number	10/792,043	
	Filing Date	03/02/2004	
	First Named Inventor	Hai Yan	
	Art Unit	Unknown	
	Examiner Name	Unassigned	
Total Number of Pages in This Submission	11	Attorney Docket Number	A-71587

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance communication to Technology Center (TC)
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<input type="checkbox"/> Response to Missing Parts/ Incomplete Application		
<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

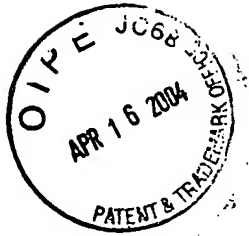
Firm or Individual name	Edward S. Wright, Reg. No. 24,903
Signature	
Date	04/13/2004

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.			
Typed or printed name	Edward S. Wright, Reg. No. 24,903		
Signature		Date	04/13/2004

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**POWER OF ATTORNEY BY ASSIGNEE**  
**AND EXCLUSION OF INVENTOR UNDER 37 C.F.R. 1.32**

To the Commissioner for Patents:

The undersigned assignee of an undivided interest in the application for letters patent entitled: **MICROMACHINED VIBRATORY GYROSCOPE WITH ELECTROSTATIC COUPLING** by virtue of an assignment (copy attached) from the inventors, Hai Yan, Roland Burghardt, Bernhard Hartmann, Konrad Kapser and Matthias Rose, hereby appoints Edward S. Wright, Reg. No. 24,903, as its attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventors and their attorney(s).

Direct all telephone calls to EDWARD S. WRIGHT at (650) 330-0830.

Address all correspondence to:

Law Offices of Edward S. Wright  
1100 Alma Street, Suite 207  
Menlo Park, CA 94025

Assignee: BEI Technologies, Inc.

By: David P. Lee

Signature: David P. Lee

Title: VP + GM - SDA

Address: One Post Street, Suite 2500

San Francisco, CA 94104

Date: 03/25/04

File No. A-71587/ESW

## ASSIGNMENT

WHEREAS, the undersigned, Hai Yan, a resident of Fontana, California; Roland Burghardt, a resident of Frankfurt, Germany; Bernhard Hartmann and Konrad Kasper, residents of München, Germany; and Matthias Rose, a resident of Kirchseeon, Germany; (hereinafter termed "Inventors"), have invented certain new and useful improvements in ***MICROMACHINED VIBRATORY GYROSCOPE WITH ELECTROSTATIC COUPLING***, and have executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, **BEI Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at One Post Street, Suite 2500, San Francisco, State of California; **Conti Temic microelectronic GmbH**, a corporation of Germany, having a place of business at Eugen-Saenger-Ring 1, D-85649 Brunnthal-Nord/Muenchen, Germany; and **Continental Teves AG & Co. oHG**, a corporation of Germany, having a place of business at Guerickestrasse 7, D-60488 Frankfurt am Main, Germany; (hereinafter termed "Assignees"), are desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting

applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignees, their successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said **Hai Yan** has executed and delivered this instrument to said Assignee this 27 day of February, ~~2003~~ 2004

  
\_\_\_\_\_  
**Hai Yan**

IN WITNESS WHEREOF, said **Roland Burghardt** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Roland Burghardt**

IN WITNESS WHEREOF, said **Bernhard Hartmann** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Bernhard Hartmann**

IN WITNESS WHEREOF, said **Konrad Kasper** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Konrad Kasper**

IN WITNESS WHEREOF, said **Matthias Rose** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
**Matthias Rose**

## ASSIGNMENT

WHEREAS, the undersigned, Hai Yan, a resident of Fontana, California; Roland Burghardt, a resident of Frankfurt, Germany; Bernhard Hartmann and Konrad Kapser, residents of München, Germany; and Matthias Rose, a resident of Kirchseeon, Germany; (hereinafter termed "Inventors"), have invented certain new and useful improvements in **MICROMACHINED VIBRATORY GYROSCOPE WITH ELECTROSTATIC COUPLING**, and have executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, **BEI Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at One Post Street, Suite 2500, San Francisco, State of California; **Conti Temic microelectronic GmbH**, a corporation of Germany, having a place of business at Eugen-Saenger-Ring 1, D-85649 Brunnthal-Nord/Muenchen, Germany; and **Continental Teves AG & Co. oHG**, a corporation of Germany, having a place of business at Guerickestrasse 7, D-60488 Frankfurt am Main, Germany; (hereinafter termed "Assignees"), are desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving

said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignees, their successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said **Hai Yan** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Hai Yan**

IN WITNESS WHEREOF, said **Roland Burghardt** has executed and delivered this instrument to said Assignee this 30 day of January, 2004.

  
\_\_\_\_\_  
**Roland Burghardt**

IN WITNESS WHEREOF, said **Bernhard Hartmann** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Bernhard Hartmann**

IN WITNESS WHEREOF, said **Konrad Kapser** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Konrad Kapser**

IN WITNESS WHEREOF, said **Matthias Rose** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Matthias Rose**



## ASSIGNMENT

WHEREAS, the undersigned, Hai Yan, a resident of Fontana, California; Roland Burghardt, a resident of Frankfurt, Germany; Bernhard Hartmann and Konrad Kapser, residents of München, Germany; and Matthias Rose, a resident of Kirchseeon, Germany; (hereinafter termed "Inventors"), have invented certain new and useful improvements in **MICROMACHINED VIBRATORY GYROSCOPE WITH ELECTROSTATIC COUPLING**, and have executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, **BEI Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at One Post Street, Suite 2500, San Francisco, State of California; **Conti Temic microelectronic GmbH**, a corporation of Germany, having a place of business at Eugen-Saenger-Ring 1, D-85649 Brunnthal-Nord/Muenchen, Germany; and **Continental Teves AG & Co. oHG**, a corporation of Germany, having a place of business at Guerickestrasse 7, D-60488 Frankfurt am Main, Germany; (hereinafter termed "Assignees"), are desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting

applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignees.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignees, their successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said **Hai Yan** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Hai Yan**

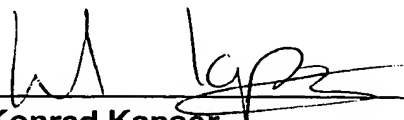
IN WITNESS WHEREOF, said **Roland Burghardt** has executed and delivered this instrument to said Assignee this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**Roland Burghardt**


IN WITNESS WHEREOF, said **Bernhard Hartmann** has executed and delivered this instrument to said Assignee this 05<sup>th</sup> day of February, 2004.

  
\_\_\_\_\_  
**Bernhard Hartmann**

IN WITNESS WHEREOF, said **Konrad Kapser** has executed and delivered this instrument to said Assignee this 05<sup>th</sup> day of February, 2004.

  
\_\_\_\_\_  
**Konrad Kapser**

IN WITNESS WHEREOF, said **Matthias Rose** has executed and delivered this instrument to said Assignee this 05<sup>th</sup> day of February, 2004.

  
\_\_\_\_\_  
**Matthias Rose**